RECENT CASES

LANDLORD AND TENANT—NOTICE TO QUIT—WAIVER BY LANDLORD.—ARCADE INV. CO. v. GURIET, 109 N. W. 250 (MINN.).—*Held:* A notice to quit, given by the landlord to a tenant, may be waived by the landlord. Henceforth the notice is inoperative. It is an established rule that a notice to quit may be waived by the reception of rent after notice has been given. *Stedman v. McIntosh,* 27 N. C. 571. But mere demand of rent does not constitute a waiver, *Condon v. Barr,* 47 N. J. Law 113, nor receiving back rent due prior to notice. *Norris v. Morril,* 43 N. H. 213. So a landlord giving a second notice after the expiration of first one, waives right of proceeding on first notice. *Morgan v. Powers,* 31 N. Y. Supp. 954. Likewise a notice to a tenant by a landlord, touching the termination of the tenancy, the same recognizing the existence of a lease, amounts to a waiver of former notice. *Dockwill v. Schenk,* 37 Ill. (App.) 44. Conversely, a tenant giving landlord notice that he intends to quit and then holds over, the tenancy is regarded as continuing, *Graham v. Dempsey,* 169 Pa. 460; notwithstanding some accidental cause keeps the tenant over. *Mason v. Wiereng,* 113 Mich. 151. In New York, however, a contrary doctrine is held. *Herter v. Muller,* 159 N. Y. 28, in which case three judges dissented.

MASTER AND SERVANT—INJURIES TO SERVANT—DEFECTIVE APPLIANCES.—KENTUCKY AND INDIANA BRIDGE AND R. CO. v. MORAN, 80 N. E. (IND.) 536.—*Held,* It is the duty of the master to exercise ordinary care to furnish or provide machinery and appliances reasonably safe and suitable for his employees, and to exercise a reasonable supervision in keeping them in a reasonably safe condition for use. It is the duty of the master to use such care in providing safe and proper machinery and appliances, and in keeping the same in repair, as prudent and careful men, similarly engaged, exercise. *Gorns v. Chicago R. I. & P. R. Co.,* 37 Mo. App. 221. A master is bound to use all reasonable care, diligence, and caution in providing for the safety of those in his employ, in furnishing them with safe, sound, and suitable appliances, and in keeping the same, *Haugh v. Rissner,* 4 N. Y. St. Rep. 664; *Frank & Otis,* 15 N. Y. St. Rep. 681. It is the duty of a master to use reasonable and ordinary care and foresight in procuring appliances to be used by his servants *Dedrick v. Missouri Pac. Ry. Co.,* 21 Mo. App. 433.

MASTER AND SERVANT—INJURIES TO SERVANT.—DEFECTIVE APPLIANCES.—KNOWLEDGE OF DEFECT.—ALVES v. NEW YORK, N. H. & H. R. CO., 65 ATL. 261. (R. I.).—*Held,* an employee cannot recover from a railroad company for injuries caused by the breaking of a handle of a hand car by reason of defects in that porton of the handle which is fastened in the iron socket, and which cannot be discovered without removing it from the socket, in the absence of proof of the actual knowledge of the defect. *Wood on the Law of Master and Servant,* Section 322, says in substance that a servant in order to recover damages for injuries must prove negligence on the part of his master and due care on his own part, besides having two presumptions to rebut, (1) That the master has discharged his duty and (2) That he had no knowledge of the defect. The cases in point certainly seem to sustain this statement. Two